

SKYWARD

FIXED TAX RATE AGREEMENT

THIS FIXED TAX RATE AGREEMENT (this "Tax Agreement") dated as of June 30, 2025, by and among SKYWARD HOLDINGS LLC, a Delaware limited liability company, and its successors and assigns (together with its affiliates and related entities the "Customer"), and THE COUNTY OF CHESTERFIELD, a political subdivision of the Commonwealth of Virginia (the "County").

RECITALS:

A. The Customer is evaluating the feasibility of the acquisition of property consisting of approximately 885.743 acres, more or less, of undeveloped land located in Chesterfield County, Virginia described on Exhibit A (the "Property").

B. If the Customer acquires the Property, it proposes to establish on the Property a large-scale project, consisting of one or more data centers, and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer and network systems and associated components, such as servers, network equipment and appliances, telecommunications and storage systems, cooling systems, power supplies and systems for managing infrastructure and property performance (including generators), and equipment used for the transformation, transmission, distribution or management of electrical power and cooling, including substations, electrical plant equipment and associated air handlers, internet-related equipment, data communications connections, indoor environmental controls, fire protection systems, security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as (but not limited to) utility buildings, structures and appurtenances located on, adjacent or near the Property that are reasonably related to the data centers (collectively, as the same may actually be constructed, the "Project").

C. The County has found the development of the Project to be in the public interest of the citizens of the County and thus desires to further encourage and support the Project, including by committing to a favorable ad valorem tax rate against the business tangible personal property for computer equipment and peripherals used in a data center (as described and defined in §58.1-3506(A)(43) of the Code of Virginia (1950), as amended) (the "Applicable Data Center Personal Property").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained within this Tax Agreement and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the parties, the County and the Customer agree as follows:

1. Ad Valorem Tax Rate. As of the Effective Date (as defined in Section 4(i)), the ad valorem tax rate assessed by the County for the Customer's Applicable Data Center Personal Property that is part of the Project is set at \$0.24 per \$100.00 of assessed value. In the event the County increases such ad valorem tax rate assessed by the County for business tangible personal

property for computer equipment and peripherals used in a data center (as described and defined in §58.1-3506(A)(43) of the Code of Virginia (1950), as amended) above \$0.24 per \$100.00 of assessed value, the County agrees to issue to the Customer a grant annually for the remainder of the Term of this Tax Agreement, through the Economic Development Authority of the County of Chesterfield (the "EDA"), in an amount equal to the marginal increase in the ad valorem tax rate above \$0.24 per \$100.00 of assessed value. The Customer may elect to have the County issue all of such grant funds directly to the County of Chesterfield Utilities Department ("Utilities Department") to be applied to the Customer's utility infrastructure improvement costs associated with the Project as determined by the County Utilities Department.

2. Term. The term of this Tax Agreement will commence on the Effective Date and end on the date that is ten (10) years from the date of issuance of the first (1st) certificate of occupancy for an operational data center building on the Property (the "Term"). The Term shall automatically renew for two (2) successive terms of ten (10) years each (each a "Renewal Period") if Customer has achieved completion of the Project and utility infrastructure improvements or is demonstrating progress towards completion of the Project and utility infrastructure improvements. The obligations of the Customer and the County under this Tax Agreement are conditioned upon the Customer's acquisition of all or part of the Property. In the event that (a) the Customer does not acquire any of the Property within thirty-six (36) months after the Effective Date, or (b) there is a termination of the Real Estate Option Agreements between the Customer and the EDA pertaining to the purchase of the Property prior to thirty-six (36) months after the Effective Date, this Tax Agreement will automatically be cancelled, rendered void, and be of no further force or effect and the Customer and the County will have no further duties or obligations specified in this Tax Agreement.

3. Default and Remedies. In the event of a default under this Tax Agreement, the non-defaulting party will provide written notice of the default to the defaulting party and will specify a period of not less than fifteen (15) days in which the defaulting party will have a right to cure the default; provided, however, such cure period may be extended if: (a) a default cannot reasonably be cured within the cure period provided in such notice, (b) the curing party notifies the non-defaulting party of such fact by no later than the end of the cure period provided in the notice, (c) the curing party has been diligent in pursuing the cure and (d) the curing party in such extension notice indicates that it will (and actually does) diligently pursue the cure to completion. In the event the defaulting party fails to cure the default, the non-defaulting party may enforce this Tax Agreement by all remedies available at law or in equity.

4. Miscellaneous.

a. This Tax Agreement may be amended only by the mutual written consent of the County and the Customer.

b. If any provision of this Tax Agreement, or its application to any person, is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, invalidation of any provision of this Tax Agreement, or its application to any person, will not affect any other provision of this Tax Agreement or its application to any other person or circumstance, and the remaining portions of this Tax Agreement will continue in full force and effect.

c. All notices or other communications required or permitted to be served hereunder will be deemed served in accordance with this Tax Agreement if the notice is: (a) delivered by personal delivery; (b) deposited with a reputable national overnight courier service

(with charges prepaid) for next day delivery that retains receipts of its deliveries, properly addressed (with delivery conclusively presumed to occur on the next business day following such deposit absent evidence of actual failure of delivery), addressed as follows (unless prior written notice of another valid address has been provided):

To the County:

County of Chesterfield
9401 Courthouse Road, Suite B
Chesterfield, Virginia 23832
Attn: County Administrator, Director of Utilities, and
Economic Development Director

With a copy to:

County Attorney
Chesterfield County
9901 Lori Road, Room 503
Chesterfield, Virginia 23832

And with a copy to:

Hunton Andrews Kurth LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Attn: Johanna L. Orleski

To the Customer:

Skyward Holdings LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

With a copy to:

Troutman Pepper Locke
1001 Haxall Point, 15th Floor
Richmond, VA 23219
Attention: Carl H. Bivens, Esq.

The parties, by written notice given to the others, may designate any further or different names or addresses to which all notices or other communications will be sent.

d. This Tax Agreement and any exhibits referred to herein contain the entire agreement between the parties regarding the subject matter contained herein. All prior or

contemporaneous oral or written drafts of this Tax Agreement or other understandings with respect to the subject matter of this Tax Agreement between the parties are merged into this Tax Agreement.

e. This Tax Agreement may be executed in any number of counterparts, each of which when so executed and delivered (by electronic means or otherwise) will be deemed an original, and it will not be necessary in making proof of this Tax Agreement to produce or account for more than one such fully executed counterpart.

f. This Tax Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia.

g. Without the need for consent from the County, the rights and obligations of the Customer under this Tax Agreement may be transferred or assigned in whole or in part by the Customer to any affiliate controlling, controlled by or under common control with the Customer (and upon such assignment and the assumption by the assignee of all obligations of the assigning party hereunder, the assigning entity will be relieved of its covenants, commitments and obligations hereunder which arose after the assignment is executed). All other assignments of this Tax Agreement requested by the Customer will be subject to the County's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

h. Customer acknowledges that this Agreement will become a public document subject to disclosure under the Virginia Freedom of Information Act once it is placed on the agenda of the Board of Supervisors of the County for approval by the County. Until such time, the County agrees that all discussions, information and documentation shared between the County and the Customer related to this Tax Agreement will be confidential and will not be released to or shared with any other person or entity, whether verbally or in writing, without the prior approval of both the County and the Customer (other than as may be required by law or compelled by judicial order, and other than to their attorneys, lenders, engineers and other advisors who will also be automatically subject to this confidentiality requirement and will be so advised prior to furnishing information to them). Furthermore, the County and the Customer and anyone receiving information from the County and the Customer will be strictly prohibited from using, appropriating, or releasing any trade secrets or confidential proprietary information of the other except as may be required by law or compelled by judicial order. In the event that the County receives a request under the Virginia Freedom of Information Act for any of Customer's confidential proprietary information the County shall promptly provide notice to the Customer and in response to such request rely on any and all applicable exemptions from disclosure provided by the Code of Virginia. In the event that the County determines that it is required by any other applicable law to disclose any of the confidential proprietary information, the County shall promptly give advance notice to Customer. In the event that a protective order or other relief is not obtained by Customer, the County shall disclose within the time prescribed by law only that portion of the confidential proprietary information which its counsel advises that it is legally required to disclose.

i. This Tax Agreement is subject to approval by the Board of Supervisors of the County, and all financial obligations of the County under this Tax Agreement which extend beyond the fiscal year of the Effective Date are subject to appropriation by the Board of

Supervisors of the County. For the purposes of this Tax Agreement, the "Effective Date" shall be the date on which such approval is obtained, which is expected to occur on June 25, 2025.

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